

## **SIXTH AMENDMENT TO AGREEMENT**

THIS SIXTH AMENDMENT TO AGREEMENT (Amendment) made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ 2020, amends the Agreement theretofore entered between the CITY OF FRESNO, a California municipal corporation (CITY), and LIVE OAK ASSOCIATES, INC., a California corporation (CONSULTANT).

### **RECITALS**

WHEREAS, the CITY and the CONSULTANT entered into an agreement on May 2, 2016, (Agreement) to provide professional Biological Resources Monitoring services for the Friant Kern Canal Pipeline (Project); and

WHEREAS, the CITY and the CONSULTANT amended the Agreement on May 15, 2017, to increase compensation for services by \$191,000 and extend the Agreement to October 31, 2017, to complete Project; and

WHEREAS, the CITY and the CONSULTANT amended the Agreement on October 31, 2017, to extend the Agreement to March 31, 2018, to complete Project; and

WHEREAS, the CITY and the CONSULTANT amended the Agreement on March 15, 2018, to extend the Agreement to August 31, 2018, to complete Project; and

WHEREAS, the CITY and the CONSULTANT amended the Agreement on November 15, 2018, to extend the Agreement to September 30, 2019, to complete Project; and

WHEREAS, the CITY and the CONSULTANT amended the Agreement on October 1, 2019, to extend the Agreement to June 30, 2020, to complete Project; and

WHEREAS, the CITY and the CONSULTANT have negotiated an increase in \$53,750 inclusive of \$12,000 in contingency in the CONSULTANT's compensation for services related to Biological Resources Monitoring services; and

WHEREAS, the CITY and the CONSULTANT desire to extend the Agreement to October 31, 2021, to complete Project; and

WHEREAS, with entry into this Amendment, the CONSULTANT agrees it has no claim, demand, or dispute against the CITY.

### **AGREEMENT**

NOW, THEREFORE, the CITY and the CONSULTANT agree that the aforesaid Agreement be amended as follows:

1. Section 2 of the Agreement is amended in its entirety to read as follows:

"2. Term of Agreement and Time for Performance. This Agreement shall be effective from the date first set forth above and shall continue in full force and effect through the earlier of complete rendition of the services hereunder or October 31, 2021, subject to any earlier termination in accordance with this Agreement. The services of CONSULTANT as described in **Exhibit A** are to commence upon CITY'S issuance of a written "Notice to Proceed." Work shall be undertaken and completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed within 1,990 consecutive calendar days from such authorization to proceed."

2. Section 3(a) of the Agreement is amended in its entirety to read as follows:

"(a) CONSULTANT'S sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be a total fee of Six-Hundred Thirty-Nine Thousand Seven-Hundred Six dollars (\$639,706). Such fee includes all expenses incurred by CONSULTANT in performance of the services."

3. Except as otherwise provided herein, the Agreement entered into by the CITY and the CONSULTANT on May 2, 2016, and the first amendment executed on May 15, 2017, the second amendment executed on October 31, 2017, the third amendment executed on March 15, 2018, the fourth amendment executed on November 15, 2018, and the fifth amendment executed on October 1, 2019 remain in full force and effect.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, the CITY and the CONSULTANT have executed this Amendment at Fresno, California, the day and year first above written.

CITY OF FRESNO,  
A municipal corporation

LIVE OAK ASSOCIATES, INC.,  
A California corporation

By: \_\_\_\_\_  
Michael Carbajal, Director  
Department of Public Utilities


APPROVED AS TO FORM:  
DOUGLAS T. SLOAN  
City Attorney

By:  9.8.20  
for Kristi Costa Date  
Deputy City Attorney

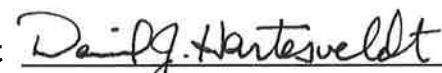
ATTEST:  
YVONNE SPENCE, CRM MMC  
City Clerk

By: \_\_\_\_\_  
Deputy Date

Addresses:  
CITY of Fresno  
Attention: Jesus A. Gonzalez, PE  
Supervising Professional Engineer  
2101 G Street, Building A  
Fresno, CA 93706  
Phone: (559) 621-1611  
FAX: (559) 498-4126

By:   
Name: Rick Hoptner

Title: President  
(If corporation or LLC., Board  
Chair, Pres. Or Vice Pres.)

By:   
Name: David J. Hartesveldt

Title: Secretary  
(If corporation or LLC., CFO,  
Treasurer, Secretary or Assistant  
Secretary)

LIVE OAK ASSOCIATES, INC.,  
Attention: Dave Hartesveldt  
President  
39930 Sierra Way, Suite B  
Oakhurst, CA 93644  
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FAX: (559) 642-4883